INSURANCE — INDEMNITY — MEANING OF "ACCIDENT." — Defendant insured plaintiff against loss imposed by law upon employers for damages on account of bodily injuries or death accidentally suffered by an employee while on duty. Plaintiff was held liable to a hostler who contracted glanders from a diseased horse. In an action on the policy, *held,* that this was such an injury as came within the same. *H. P. Hood & Sons* v. *Maryland Casualty Co.* (1910), — Mass. —, 92 N. E. 329.

The decision is in accord with the great weight of authority. The case of *Hensey* v. *White* [1900], 1 Q. B. 481, laid down a contrary rule, holding that an internal rupture was not an accidental injury, there being an "entire absence of the fortuitous element." This doctrine of fortuitious element however was expressly repudiated in *Fenton* v. *Thorley & Co.* [1903], A. C. 443, which interprets accident in the popular ordinary sense, as any unexpected, personal injury resulting to a workman from any unlooked for mishap or occurrence, the court holding that an internal rupture was an accidental injury. In *Brinton's Ltd.* v. *Turvey* [1905], A. C. 230, the court citing *Fenton* v. *Thorley,* held that anthrax contracted by an employee while sorting wool, was accidental. Again in *Glover, Clayton & Co.* v. *Hughes* [1910], A. C. 242, the court again citing *Fenton* v. *Thorley,* came to a similar decision. Others to the same effect are *Ismay, Irmie & Co.* v. *Williamson* [1908], A. C. 437; *Wicks* v. *Dowell & Co.* [1905], 2 K. B. 225. In the *Columbia Paper Stock Co.* v. *Fid. & Cas. Co. of N. Y.,* 104 Mo. App. 157, the court, holding that a disease contracted through the handling of rags was an accident, pertinently asked if there would be any doubt if the rags were to emit a poisonous gas causing instant death. In *Bacon* v. *U. S. Mut. Co.,* 123 N. Y. 304, the court held that anthrax contracted while handling hides was not accidental. The policy however called for an external, violent and accidental means of injury. Still the judges did not put their decision on the ground of lack of violence, but rather on the ground of lack of accidental features. On the other hand, *U. S. Mut. Acc. Assn.* v. *Barry,* 131 U. S. 100, under a still more restricted policy, announced a doctrine contrary to the above New York case and in line with the principal case. The principal case is further strengthened by the fact that policies are interpreted strongly against the insurer. *American Surety Co.* v. *Pauly,* 170 U. S. 133. MAY, INSURANCE, Ed. 4, §§ 174, 175. VANCE, INSURANCE, p. 430. Other decisions supporting the main one are *Freeman* v. *Mercantile Mutual Acc. Ass'n.,* 156 Mass. 351; *Aetna Life Ins. Co.* v. *Fitzgerald,* 165 Ind. 317; *Cary* v. *Preferred Acc. Ins. Co.,* 127 Wis. 67; *Omberg* v. *U. S. Mutual Acc. Ass'n,* 101 Ky. 303; *Delaney* v. *Modern Acc. Club,* 121 Ia. 528; and even New York leans somewhat in that direction in *Martin* v. *Mfg. Acc. Indem. Co.,* 151 N. Y. 94. Cases which have some contrary weight are *Dozier* v. *Fidelity Co.* (C. C.), 46 Fed. 446; *Southard* v. *Railway Co.,* 34 Conn. 574; *Feder* v. *Iowa State Traveling Men's Ass'n,* 107 Iowa 538.

LANDLORD AND TENANT—DEPRIVATION OF HEAT—EVICTION.—Three radiators in a leased apartment were removed at the request of tenant. During the following winter tenant complained of lack of heat, but refused to allow